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**CMS**  
**Contract Management Plan**  
**for Maintenance and Operations**  
**Version 1.3**

**May 2003**

**Revision History**

REVISION	DATE OF RELEASE	PURPOSE
First	05-14-03	Steering committee for review and approval
Second 1.1	05-22-03	Modified from review
1.2	6-19-03	Modified and finalized
1.3	7-22-04	Added warranty review process

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## 1 INTRODUCTION

### 1.1 Purpose

The purpose of Contract Management is to ensure the prime contractor, Deloitte Consulting L. P., hereafter known as the contractor, is adhering to the terms of the contract in providing the requested services/products. Contract management begins when a signed contract is received. Contract management ends when the contract services/products have been delivered, accepted and paid for, and all associated contract paperwork and files have been archived.

The Contract Management Plan for Maintenance and Operations (M&O) details the processes to be used in contract management activities for the Childrens Medical Services (CMS) Net Maintenance and Operations contract with the contractor.

Effective contract management shall be evidenced by:

- Compliance with contract terms and conditions
- Successful implementation of Maintenance and Operation efforts as specified RFP DHS 4260-144A Children's Medical Services, Net E47 (State contract number 02-26246, dated May 1, 2003.)
- Effective working relationship between the State and the contractor
- Effective and equitable change management processes

The Contract Management Plan is complementary to the State's contract with the contractor in that it provides specific detail on the internal project processes that shall be used to manage the contract.

The contract with Deloitte also contains three major enhancement projects for the CMSNet system that will be completed during the first two years of the contract. The management of these projects is covered in a separate contract management plan. The contract requires the contractor to perform the M&O activities while also performing the work necessary to develop and implement the three enhancements. Since the work necessary to perform the M&O may be performed by the same staff working on the enhancements the contract requires a detailed work plan that delineates the different functions contract staff perform and the amount of time they can apply to the work.

As explained within this document two distinct payment processes control the M&O work. The operations work is fixed price and payable if the functions required are performed to the States specifications. The maintenance work is controlled through a number of vehicles described below and is governed by the maximum yearly billable hours set forth in the contract.

## 2 ROLES AND RESPONSIBILITIES

The roles and responsibilities of the various parties involved in the M&O contract management process for this contract are described in this section. It is important to note that the definition of the roles and responsibilities detailed below are in the context of the contract management process; the definitions are not inclusive of all of the varied responsibilities of the parties referenced.

### 2.1 CMS Roles

The following CMS Branch positions are involved in the CMS Net's Project's Maintenance and Operation contract management activities:

- CMS Branch Chief
- CMS Assistant Branch Chief
- CMS Information Technology Section Chief (CMS ITSC)
- CMS Net Change Management Coordinator
- CMS Net Data Conversion Coordinator
- ITS Information System Analysts
- CMS Administration Unit
- DHS Accounting Section

#### 2.1.1 CMS Branch Chief

The CMS Program Manager (CMS Branch Chief) has responsibility for the overall operation of the CCS and GHPP Programs and as such, is responsible for the success of the CMS Net system. This responsibility is carried out in part through the management of staff and subject matter experts assigned to oversee the day-to-day operation of the system including the work performed by the contractor.

#### 2.1.2 CMS Assistant Branch Chief

The Assistant CMS Branch Chief acts on behalf of the Branch Chief on occasions when the Branch Chief is unavailable.

#### 2.1.3 CMS ITSC

The CMS ITSC is responsible for:

- The general oversight of the CMS Net system and the contractor's M&O activities, including software customization, testing, data conversion, training, and implementation
- Management of State and EDS contract staff that are performing the contract oversight and change management activities described in this document.
- Detailed monitoring of the contract schedule and associated System Maintenance Change Request (SMCR), Incident Reports (IR) and Work Request (WR) authorizations WR's and Batch Operations Technical Support Requests (see description in section 3.1.1).

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**2.1.4 CMS Net Change Management Coordinator**

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The CMS Net Change Management Coordinator is responsible for:

- Overall process and progress of the SMCR's, IR's, WR's and Batch Operations Technical Support Requests
- Assisting in scheduling contractor and State resources for CMS Net County Conversion activities
- Maintaining the project tracking log for all SMCR's, IR's, WR's and Batch Operations Technical Support Requests
- Making recommendations for approval/disapproval to the CMS ITSC on invoice payment.

**2.1.5 CMS Net Data Conversion Coordinator**

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The CMS Net Data Conversion Coordinator is responsible for:

- Liaison activities between the counties not yet converted to the CMS Net and the contractor
- Creating the county data conversion work plan and monitoring progress for each county conversion
- The overall county conversion process from pre planning to post implementation review.

**2.1.6 ITS Information System Analysts**

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The Information System Analysts in the CMS Branch's ITS are responsible for:

- Creating the SMCR's
- Creating WR's
- Monitoring IR's
- Creating Batch Operations Technical Support Requests
- Acting as the lead on each request from initial request through implementation.
- Acceptance testing of each request
- Recommending approval and/or denial of completed work to the CMS Net Change Management Coordinator.

**2.1.7 CMS Administrative Unit**

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The CMS Administrative Unit is responsible for:

- Processing invoices received from the contractor upon approval by the CMS ITSC or designee
- Preparing the transmittal to be delivered to the DHS Accounting Section for payment.

### **2.1.8 DHS Accounting Section**

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The DHS Accounting Section is responsible for:

- Processing the invoices approved by the CMS Branch

### **2.2 Prime Contractor – Deloitte Consulting**

Deloitte Consulting is the prime contractor responsible for:

- M&O activities specified in the proposal in response to RFP DHS 4260-144A Children's Medical Services, Net E47 (State contract number 02-26246 dated May 1, 2003.)

## **3 MAINTENANCE AND SYSTEMS OPERATIONS DELIVERABLE REVIEW AND APPROVAL PROCESS**

### **3.1 Overview of Process**

There are two types of services covered and detailed in this plan: System Maintenance and System Operations. The period of performance for System M&O activities is three (3) years from the Contract Award date. At the State's option, after the three years the Contract may be extended for up to two (2) two-year periods.

The overall Deliverable Review and Approval Process has been designed to ensure the following objectives are met:

- Project Deliverables are reviewed by the necessary and appropriate State CMS Net staff
- Project Deliverables are reviewed and feedback is presented to the contractor in a timely manner and within contract requirements
- Project Deliverable reviewers are apprised of the final disposition of all comments received
- Necessary and appropriate documentation is maintained for contract management and audit purposes

#### **3.1.1 System Maintenance**

System Maintenance an activity is work performed supporting system fixes, county data conversion requests, and batch operations support. These activities shall be performed to support the maintenance of the existing CMS Net System and to comply with minor program policy changes. The scope of this service shall include:

- IR's
- SMCR's
- WR's
- County Data Conversion Requests
- Batch Operations Technical Support Requests

The contractor shall provide System Maintenance support services upon approval by the CMS Net Change Management Coordinator or designee of a Maintenance Request Authorization (MRA) resulting from one of the previously identified types of requests.

With the exception of an IR each request submitted by CMS Net staff shall be accompanied with a MRA form (See Appendix E). The contractor shall perform an initial analysis of the request and provide the CMS Net Change Management Coordinator a time and cost estimate on the MRA form.

The contractor shall not proceed with providing any additional support services until they have received the approved MRA form back from the CMS Net Change Management Coordinator. The approved cost estimate shall be the maximum amount that the contractor is authorized to invoice the State for services provided under that MRA, however, only hours actually worked in the completion of the project may be billed.

Should either the CMS Branch or the contractor identify a change to the work requirements approved in the MRA, the contractor shall provide a revised cost estimate to the CMS Branch. The contractor must have subsequent approval prior to beginning additional work on the specified project. This amended SMR will be used to monitor time and cost for the project.

The estimated effort that shall be required by the State of the contractor for System Maintenance activities is provided in Table 3-1 below. The contractor will have staff available to perform the anticipated level of work throughout the contract period and any extensions. The increase in the estimated hours between years 1 and 2 represents approximately a 10 percent increase in anticipated workload due to the transition of maintenance contractors and the preparation for implementation of the enhancements. The increase in years 3 through 7 represents an anticipated normal 5 percent annual growth after the implementation of enhancements in year 2. This estimated effort is not a guarantee of the minimum or maximum amount of work that may be requested by the State.

**Table 3-1, Estimated System Maintenance Effort**

TIME PERIOD	ESTIMATED HOURS
Year 1	3300
Year 2	3600
Year 3	3780
Year 4 (optional extension #1)	3969
Year 5 (optional extension #1)	4167
Year 6 (optional extension #2)	4376
Year 7 (optional extension #2)	4595
<i>7-year Total</i>	<i>27,787</i>



The contractor will be installing three major enhancements to the CMS Net system during the first 18 months of the contract. These enhancements have been bid fixed price. As part of the fixed price the contractor will maintain a 180 day warranty period for each enhancement. During this period problems identified with the system impacted by the enhancements will be assessed to determine the root cause of the problem. If it is determined by the ITS chief that the problem was the result of a contractor design or installation flaw the work to correct the problem will not be billable to the CMS program. If the source of the problem was not due to Contractor error the work required to correct the problem will be handled as part of routine maintenance and will follow the processes outlined below.

**IR's:**

IR's are issued by CMS Net staff and approved by the CMS Net Change Management Coordinator or designee in response to minor application problems. The IR is a formal document with a unique number. This document shall provide the contractor with an incident name, date, status, priority and other descriptive data to help the contractor identify and solve the problem.

The contractor shall communicate with the CMS Net Change Management Coordinator or designee to obtain additional information as needed to solve the problem. When the contractor has completed programming, unit and integration testing, the resulting work shall be included in a release for User Acceptance Testing by CMS Net staff using a designated test area within CMS Net. When the CMS Net Change Management Coordinator or designee accepts the work, it shall be included in a Monthly Software Update.

**SMCR's:**

SMCR's are issued by the CMS Net Change Management Coordinator or designee for programming changes to modify the system. Usually SMCRs are issued to fix the source of an application problem or change the performance or appearance of some aspect of the system due to program policy or procedural changes.

For each SMCR, the contractor shall:

- Prepare an estimate of hours required to complete the work and submit the estimate to the CMS Net Change Management Coordinator or designee for approval
- Upon approval of the work estimate by the CMS Net Change Management Coordinator or designee, submit a technical specification design for approval
- Upon approval of the technical specification design by the CMS Net Change Management Coordinator or designee the contractor will code, perform unit and integration testing, and update system documentation including training materials and users manuals

Testing for system changes shall be performed in accordance with the contract (i.e. Section L).

When the contractor has completed programming, unit and integration testing, the resulting work shall be included in a release for User Acceptance Testing by the CMS Net. When the CMS Net Change Management Coordinator or designee accepts the work, it shall be included in the next Monthly Software Update.

**WR's:**

WR's are requests for environment synchronization. Environment synchronization may be requested by the CMS Net Change Management Coordinator or designee to maintain similar or identical environments among various CMS Net systems, e.g. the development system, the production system, the training areas, and the testing areas. The contractor shall perform data and program backups, restoration, and related environment synchronization as requested by the CMS Net Change Management Coordinator or designee.

For each WR, the contractor shall:

- Prepare an estimate of hours required to complete the work and submit the estimate to the CMS Net Change Management Coordinator or designee for approval
- Upon acceptance of the MRA by the CMS Branch, perform the requested work.

**County Data Conversion Request:**

The CMS branch and 53 county CCS Programs currently utilize CMS Net. Several large counties have not yet made the transition to CMS Net from their current stand-alone systems. These remaining counties are expected to make the transition during the term of this contract. The transition to CMS Net requires the conversion of data stored in the county system to CMS Net format.

When the CMS Branch requests conversion of data for a county, the contractor shall be responsible for: 1. Conversion of specified existing data in the county system to a format that can be utilized by the CMS Net system and 2. The inclusion of the converted county data into CMS Net system. This data conversion activity shall not effect the operation of the CMS Net system. The CMS Net system and all its subsystems must continue to function without interruption while the county data is being converted and loaded into CMS Net.

Conversion shall include all current and historical data necessary and sufficient to support the proposed business processes of CMS Net.

As part of performing Data Conversion services, the contractor shall:

- Attend planning meetings in Sacramento with county and CMS Branch staff, as requested by the CMS Branch
- Analyze and compare data elements between the county system and CMS Net
- Evaluate data load and data conversion to identify to the county data requiring correction
- Prepare an estimate of hours required to complete the work and submit the estimate to the CMS Net Change Management Coordinator or designee for approval
- Develop a Data Conversion Plan for conversion of county data to CMS Net. The Data Conversion Plan shall include, at a minimum:
  1. Conversion Method – An automated method of conversion that minimizes intervention from State or County staff
  2. Conversion Reporting – A mechanism for identifying and reporting conversion errors
  3. Conversion Reconciliation – A method to reconcile converted data and differentiate between converted data versus new system data
  4. Conversion Processes and Procedures for CMS Branch and county activities
  5. Conversion Schedule that accounts for State and County activities and dependencies)
- Perform performance modeling and capacity planning analysis based on the anticipated conversion
- Upon acceptance of the MRA and the Data Conversion Plan by the CMS Net Change Management Coordinator or designee, execute the Data Conversion Plan

**Batch Operations Technical Support Request:**

The contractor shall provide Batch Operations support for maintenance of various batch interfaces as part of routine system maintenance as well as upon receipt of a Batch Operations Technical Support request from CMS Net staff. For each request the contractor shall:

- Prepare an estimate of hours required to complete the work and submit the estimate to the CMS Net Change Management Coordinator or designee for approval

- Upon acceptance of the MRA by the CMS Branch, perform the requested work.

Each service performed under System Maintenance has one or more deliverables associated with it. The detailed procedures to be used in the Deliverable Review and Approval Process are contained in the following paragraphs. These procedures are built around the following general concepts:

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- All Project Deliverables shall be delivered to and tracked by the CMS ITSC or designee
- Project Deliverables shall be provided electronically with one to five hard copies depending on the number of reviewers participating in the change.

#### **Deliverables and Reviewers:**

Table 3-2 illustrates the key deliverables for System Maintenance and delineates which deliverable is required for each service performed.

**Deleted:** Key deliverables for this service (System Maintenance) include:

**Table 3-2, System Maintenance Deliverable Requirements**

	IR	SMCR	WR	COUNTY DATA CONVERSI N REQUEST	BATCH OPERATIONS TECHNICAL SUPPORT REQUEST
System Maintenance Cost Estimate		X	X	X	X
System Maintenance Technical Specification		X			
System Maintenance Testing Plans and Results		X	X		
System Maintenance Release Management Plan	X	X	X		
Operational Application with Maintenance Changes Applied	X	X	X	X	X
System Maintenance Documentation Updates	X	X	X	X	X
Post Installation Verification Report	X	X	X	X	X

Required reviewers of deliverables vary with each deliverable and are detailed in Table 3-3 below. In addition, staff from the CMS Branch or other DHS units participating in a specific project will receive copies for review.

**Table 3-3, Maintenance Deliverable Review Assignment**

DELIVERABLE	REQUIRED REVIEWER
System Maintenance Request Authorization	CMS ITSC CMS Net Change Management Coordinator
System Maintenance Technical Specification	CMS ITSC CMS Net Change Management Coordinator System Maintenance Change Request Author
System Maintenance Testing Plans & Results	CMS ITSC CMS Net Change Management Coordinator and System Maintenance Change Request Author
System Maintenance Data Conversion Plan	CMS ITSC Data Conversion Coordinator
System Maintenance Release Management Plan	CMS ITSC CMS Net Change Management Coordinator
Operational Application with Maintenance Changes Applied	CMS ITSC CMS Net Change Management Coordinator
Systems Maintenance Documentation Updates	CMS ITSC CMS Net Change Management Coordinator
Post Installation Verification Report	CMS ITSC CMS Net Change Management Coordinator

The due dates for each deliverable with the exception of the System Maintenance Release Management Plan and the System Maintenance Data Conversion Plan, which are defined in the Contract, will be defined in the specific MRAs approved by

the CMS Net staff. State or county reviewers will provide feedback by the date specified. If feedback is not submitted, the CMS ITSC will contact the reviewer. If the reviewer cannot provide feedback by the required date, the State will proceed with the deliverable review and acceptance process without the input from that reviewer.

- The CMS ITSC and/or the CMS Net Change Management Coordinator will distribute deliverables to reviewers.
- The CMS ITSC and/or the CMS Net Change Management Coordinator will review comments and if appropriate schedule meetings with the contractor and/or the reviewers to discuss the suggested changes or questions.
- The CMS ITSC and/or the CMS Net Change Management Coordinator will provide reviewers with the final disposition of all comments.

### **3.1.2 System Operations**

System Operations activities include system capacity/performance monitoring and other technical support specified in the Contract. The transition of the system operations activities from the existing M&O vendor to Deloitte Consulting will begin 30 days after the contract award date (June 2, 2003), and the transition will last 30 calendar days. The scope of this system operation services shall include:

- Work specified in the Performance Service Level Agreement
- Functions detailed in the Backup and Recovery Plan
- Required System Capacity/Performance Monitoring
- Required Technical Support/Monitoring Administration
- Meeting System Availability requirements

#### **Performance Service Level Agreement:**

The contractor shall develop, through negotiation with the State, a Performance Service Level Agreement for the CMS Net system. At a minimum the plan shall detail how the following system performance measurements will be monitored:

- System Availability
- System Response Times
- System Capacity

The State's target for system on-line response time is ninety-five percent of transactions within two seconds and no transaction greater than ten seconds. The contractor shall meet the State-approved Performance Service Levels throughout the term of the contract.

#### **Backup and Recovery Plan:**

The contractor shall develop for CMS Branch approval a Backup and Recovery Plan for the CMS Net system that is consistent with the DHS – HHSDC Service Level Agreement for CMS Net. The plan shall describe in detail, the data, system files and

application backup and recovery processes and procedures to support both production and non-production environments. The contractor shall review the Backup and Recovery Plan at least annually and update as necessary. The contractor shall provide the CMS Branch with the results of this review. Although the actual backups may be performed by HHSDC, the contractor shall monitor adherence to the plan.

### **System Capacity/Performance Monitoring:**

#### **Performance Monitoring and Management**

The contractor shall be responsible for monitoring and managing the performance of the CMS Net system with the exception of the infrastructure and services provided by HHSDC and DHS' Information Technology Services Division as defined in the HHSDC Service Level Agreement. For these services not under the contractors control the contractor shall provide performance oversight and will work with the State to resolve any issues that arise. The contractor shall produce, on a weekly basis, a System Performance Report to show:

- System Availability
- Scheduled downtime with explanation of the reason for the downtime
- Un-scheduled downtime with explanation of the cause and how the problem was resolved.
- Average system response times both over the reporting period and specifically for the one hour that system response was slowest.
- System resource utilization during the week
- Batch processing performance during the week
- Identification and explanation of any performance anomalies during the reporting period
- Explanation of any failures to meet performance service level agreements and corrective action plan to prevent future occurrences.

#### **System Operations Activities**

The contractor shall provide system capacity/performance monitoring according to the following schedule:

##### **Daily:**

- Check database growth to ensure adequate disk space each state working day at 0700. Problems requiring immediate attention shall be reported to the CMS Branch by 0900
- Check the database application error log daily and periodically as needed and report problems requiring remedial action

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##### **Semi-Monthly:**

- Execute database integrity check and report findings

**Monthly:**

- Remove scratch globals and unnecessary UNIX files

**As Needed:**

- Perform operating system and development software upgrades and notifications which shall include analysis on how the upgrade will affect system operation and maintenance
- Identify high-risk issues with proposed solutions
- Establish and monitor backup/recovery/restore processes, as defined in the Backup and Recovery Plan, through HHSDC provided logs

Functions performed as a result of problems identified during system monitoring include:

- Database configuration and definition
- Corrective action for database corruption
- System tuning and database parameter setting

**Resolution of Items Identified during System Monitoring Activities**

Any work performed by the contractor in response to system monitoring shall be fully documented. This shall include a detailed description of the problem, the amount of time spent on the resolution, and a detailed description of the resolution. This documentation shall be provided to the CMS Net Change Management Coordinator or designee upon completion.

**Technical Support/Monitoring Administration:**

The contractor's status reports identified in Section J, Project Management Practices of the CMS Net E47 Project Contract, shall contain the following additional information related to System Operations activities:

**Weekly Status Report:**

- a. Database configuration changes
- b. System tuning and database parameter settings
- c. Changes in database organization and file locations
- d. Environment synchronization
- e. Problems and proposed solutions

**Monthly Progress Report:**



- a. Database and application growth statistics
- b. Activity monitoring (including after hours logins and trends)

**System Availability:**

The CMS Net system shall be available (i.e., users can successfully process all transaction types) to the user within the hours of 0700 to 1900, Monday through Friday and Saturday 0900 to 1700 (CMS Net system normal business days and hours), excluding CMS Net designated holidays. These are defined as the CMS Net system production hours.

The system shall have no more than eighteen hours total downtime during system production hours during any calendar month. In addition, the system shall have no more than forty hours total downtime during any consecutive twelve calendar-month period.

**Deliverables:**

Each ~~service performed under System Operations~~ has one or more deliverable associated with it. The detailed procedures to be used in the Deliverable Review and Approval Process are described below:

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- All Project Deliverables shall be delivered to and tracked by the CMS ITSC or designee.
- Project Deliverables shall be provided electronically with one to five hard copies depending on the number of reviewers participating in the change.

Key deliverables for System Operations are:

1. Performance Service Level Agreement
2. Backup and Recovery Plan
3. System Operations System Performance Report
4. System Operations Weekly Status Report
5. System Operations Monthly Status Report

Required reviewers of deliverables are detailed in Table 3-4 below. Copies of deliverables may be delivered to optional reviewers.

**Table 3-4, Operations Deliverable Review Assignment**

DELIVERABLE	REQUIRED REVIEWER
Performance Service Level Agreement	CMS ITSC CMS Net Change Management Coordinator
Backup and Recovery Plan	CMS ITSC CMS Net Change Management Coordinator
System Operations System Performance Report	CMS ITSC CMS Net Change Management Coordinator
System Operations Weekly Status Report	CMS ITSC CMS Net Change Management Coordinator
System Operations Monthly Status Report	CMS ITSC CMS Net Change Management Coordinator

The due dates of each deliverable are identified in the CMS Net E47 Contract. Reviewers are expected to provide feedback by the date specified. If feedback is not submitted, the CMS ITSC shall contact the reviewer. If the reviewer cannot provide feedback by the required date, the State shall proceed with the deliverable review and acceptance process without the input from that reviewer.

- The CMS ITSC and/or the CMS Net Change Management Coordinator shall distribute deliverables to reviewers.
- The CMS ITSC and/or the CMS Net Change Management Coordinator will review comments and if appropriate schedule meetings with the contractor and/or the reviewers to discuss the suggested changes or questions
- The CMS ITSC and/or the CMS Net Change Management Coordinator shall provide reviewers with the final disposition of all comments.

### 3.2 Deliverable Submittal Process

There shall be four (4) steps in the Project Deliverable Review and Approval Process. This process applies to all M&O deliverables.

1. Deliverable Expectation Document (DED)
2. Draft Project Deliverable
3. Final Project Deliverable
4. Updates to Project Deliverables

#### 3.2.1 Deliverable Expectation Documents

The contractor is required to prepare Deliverable Expectation Documents (DED) for major deliverables as required by Section V.J.10, of the contract. This Section states in part

*“The Contractor shall propose a format for each deliverable and gain State approval prior to deliverable preparation. This approval process shall include submission of a Deliverable Expectation Document (DED). The goal for the use of DEDs is to ensure that a common understanding exists between the State and the Contractor regarding the scope and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED should be proportional to the complexity of the deliverable. The DED will contain items such as:*

- *Deliverable objectives*
- *An outline of the deliverable, table of contents, sample format, sample pages, and a general description of the information that will be contained in the deliverable*
- *Deliverable acceptance criteria which is consistent with the requirements of the contract.”*

DED's shall only be required for the following:

- System Maintenance Testing Plans
- System Maintenance Data Conversion Plan
- System Maintenance Release Management Plan
- Performance Service Level Agreement
- Backup and Recovery Plan

The DED and these minimum requirements will form the basis of each project deliverable with the exception of application code and test data. DED's shall be required prior to the draft project deliverables.

#### 3.2.2 Draft Project Deliverable

The CMS Branch reviewers shall have 15 days to review the deliverable upon receipt. If necessary, the CMS Branch may request a working session with the

contractor to clarify specific items in the deliverable. The objective of the working session is to provide the CMS Branch the opportunity to address any significant questions, concerns, or issues with the draft deliverable prior to submitting formal review comments to the contractor.

These sessions shall generally occur 2 – 3 days after the submission of the draft deliverable and within the 15 day initial review period. This shall allow the deliverable reviewers time to do a preliminary review of the deliverable prior to the working sessions. All reviewers shall be invited to the working sessions.

Section V.J.10, or the Contract, Standards for Acceptance of Deliverables, states, in part:

*“Deliverables shall contain the following certification: “I certify that this deliverable has been prepared in accordance with the relevant terms and conditions of the contract.” Deliverables shall be signed as complete by the Contractor Project Manager.”*

Each Project Deliverable shall have the above certification on the cover page. The CMS ITSC and/or the CMS Net Change Management Coordinator shall log the deliverable as received and initiate the review and/or approval process.

### **3.2.3 Updates to Project Deliverables**

Project Deliverables may require updates as a result of CMS Net staff review. Should the CMS Branch believe an update to a previously approved deliverable is necessary, the CMS ITSC shall notify the contractor. When updates to deliverables are received, they shall be processed through the Deliverable Review and Approval Process described in Section 3.2.3.

### **3.2.4 Final Project Deliverable**

The contractor shall incorporate applicable changes based on the State’s review and shall submit the final version of the Project Deliverable to the CMS ITSC and/or CMS Net Change Management Coordinator for final review and approval processing.

### **3.2.5 Review Timeframes**

#### Draft Deliverables

Section V.J.10 of the Contract, Standards for Acceptance of Deliverables, states, in part:

*“Contract Deliverables, with the exception of application code and test data. Each deliverable will require a negotiated State turn-around time to be included in the Project Work Plan. Unless agreed upon otherwise, the State’s review time shall not be less than fifteen (15) State working days. Should revisions to the document be required by the State, the Contractor will receive written notification of said changes and reflect them in the document within two (2) State working days of receiving the changes. The State may, at its discretion, allow a period longer than two (2) State working days in consideration of the scope of the change. Unless agreed*

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*upon otherwise, the State's review time after receipt of the revised document shall not be less than ten (10) State working days."*

The State shall have 15 business days to review each draft Project Deliverable and provide a response to the contractor. The 15-day State review timeframe is generally allocated to the following steps:

- Reviewers shall have 10 business days to review and provide feedback to the CMS ITSC and/or the CMS Net Change Management Coordinator. The working session, if applicable, shall occur on day 2 or 3.
- The CMS ITSC and/or the CMS Net Change Management Coordinator shall have approximately 4 business days to analyze the comments and prepare a response to the contractor.
- The CMS ITSC and/or the CMS Net Change Management Coordinator shall have approximately 1 business day to finalize and transmit the response to the contractor

#### Final Deliverables

The contractor must incorporate applicable changes and submit the final Project Deliverable within 2 business days from receipt of comments unless otherwise stated. Upon receipt of the revised project deliverable, the DHS shall have 10 business days to accept the deliverable.

The 10-day State review timeframe for the revised deliverable is generally allocated to the following steps:

- Reviewers shall have 5 business days to review and provide feedback to the CMS ITSC and/or the CMS Net Change Management Coordinator.
- The CMS ITSC and/or the CMS Net Change Management Coordinator shall have approximately 4 business days to analyze the comments and prepare approval/disapproval documents for transmittal to the contractor.
- The CMS ITSC and/or the CMS Net Change Management Coordinator shall have approximately 1 business day to finalize and transmit the response to the contractor

#### **3.2.6 Criteria for Approval**

State acceptance shall be based upon the following:

- Deliverable documents must address all components required in the initial request and any areas agreed upon through subsequently meetings and planning sessions.
- Deliverable documents must be comprehensive in level of detail and quality.
- Deliverable documents must be organized in a structured manner and be professional in presentation.

- Deliverable documents must be consistent throughout in style and quality. If the document is the composite work of many people within the contractor's organization, the document must be edited for style and consistency.
- In the event the CMS Branch agrees to accept, on an interim basis, a deliverable document with one or more parts left incomplete, the contractor shall provide a document with the date for completion. This applicable only to the following deliverables:
  - System Maintenance Testing Plans
  - System Maintenance Data Conversion Plan
  - System Maintenance Release Management Plan
  - Performance Service Level Agreement
  - Backup and Recovery Plan

### 3.2.7 Approval Authority

Final approval authority for all project deliverables resides with the CMS ITSC or his/her designee.

## 4 PROGRESS REPORTING

The contractor shall formally communicate with the State by providing status reports to the CMS ITSC as well as attending regularly scheduled meetings.

### 4.1 Status Reports

Weekly and monthly status reports are required by the State for Maintenance and Operations activities. Table 4-1 lists the reports required, the frequency of the reports, the date the report is due and the required contents of the report.

**Table 4-1, Report Schedule**

REPORT DESCRIPTION	REPORT FREQUENCY	DATE	CONTENTS
Weekly Status Report for System Maintenance and System Operations	Weekly	Tuesday	<ul style="list-style-type: none"> <li>• Current project work-plan with planned and actual start and end dates, percentage complete and dependencies</li> <li>• Summarized outstanding issues or obstacles</li> <li>• Detailed proposed deviations from planned activities, schedules, budgets or staffing.</li> </ul>
Monthly Progress Report for System Maintenance and System Operations*	Monthly	10th calendar day of each month	<ul style="list-style-type: none"> <li>• Written status including the work breakdown of tasks and a description of the overall progress against approved milestones in the project work-plan</li> <li>• Earned Value Metrics</li> <li>• Deliverable status and next month schedule for review</li> <li>• Problems, risks and issuers requiring attention and proposed remedies</li> </ul>

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			• Proposed changes to the work-plan
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**Note:** The Monthly Progress Report must be certified as accurate by the contractor and must be approved by the CMS Net Change Management Coordinator or designee. The contractor must correct errors identified by the DHS as part of the approval process within 3 State working days of the contractor being notified of the errors.

## 4.2 Meetings

The contractor shall attend regularly scheduled meetings to communicate the status of System Maintenance and System Operations. Table 4-2 illustrates the meetings required, the frequency of the meetings, the dates/times of the meeting, the location of the meeting and the required attendees.

**Table 4-2, Meeting Schedule**

MEETING DESCRIPTION	MEETING FREQUENCY	DATE/TIME	LOCATION	ATTENDEES
Weekly System Maintenance and Operations Status Meeting*	Weekly	TBD	1515 K Street, Room 504 Sacramento, CA 95814	<ul style="list-style-type: none"> <li>Contractor</li> <li>CMS ITSC</li> <li>CMS Net Change Management Coordinator</li> <li>The contractor's technical staff as necessary</li> </ul>
Weekly Change Management Meeting*	Weekly	TBD	1515 K Street, Room 504 Sacramento, CA 95814	<ul style="list-style-type: none"> <li>Contractor</li> <li>CMS ITSC</li> <li>CMS Net Change Management Coordinator</li> <li>CMS Net Data Conversion Coordinator as necessary</li> <li>CMS Net Analysts as necessary</li> </ul>
Monthly Technical Roundtable	Monthly	1 <sup>st</sup> Monday of each month 10:30 am	HHSDC 2345 Alhambra Bl. Sacramento, CA. 95814	<ul style="list-style-type: none"> <li>Contractor</li> <li>CMS Net staff as necessary</li> <li>HHSDC Staff</li> </ul>

**Note:** The Weekly System Maintenance and Operations Status Meeting and the Weekly Change Management Meeting may be combined into a single session.

## 5 PAYMENT METHODOLOGY

### 5.1 Reimbursement For System Maintenance

Reimbursement for System Maintenance shall be on a time and materials basis via approved MRAs. The approved MRA shall include a cost estimate approved by the CMS Branch. The CMS Branch approved cost estimate shall be the maximum amount that the contractor is authorized to invoice the State for services provided under that MRA. Any additional hours required to complete the services under the MRA shall be at no cost to the State. The contractor shall bill the State for only the

actual hours worked. The CMS Net Change Management coordinator shall track each project to completion and review it against the approved hours and dollars. The tracking log that the CMS Net Change Management Coordinator shall use is illustrated in the Appendix F. The cost table, Appendix A, describes the maximum hourly billing rate for each job classification.

## 5.2 Reimbursement For System Operations

Reimbursement for System Operations shall be on a fixed-price basis. The fixed-price monthly cost is Appendix A.

Table 5-1 illustrates the Payment Schedule for System Maintenance and System Operations.

**Table 5-1, Payment Schedule**

COMPONENT	PAYMENT SCHEDULE
System Maintenance	The Contractor may invoice the State monthly in arrears for approved MRA's that have been completed and accepted by the State. Invoices for MRA's that span multiple months cannot be submitted until the entire MRA has been completed and accepted by the State.
System Operations	The Contractor may invoice the State monthly in arrears for System Operations services.

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## 5.3 Invoice Approval Process

Invoices shall be submitted by the contractor to the Unit Manager, CMS Administrative Unit 1515 K St Suite 400, Sacramento, CA. 95814. The CMS Administrative Unit shall deliver the Invoice directly to the CMS ITSC for review and approval. The review and approval process shall include the following steps:

1. The CMS ITSC or designee shall review the invoice to ensure that the invoice amount is in accordance with the contract's Payment Schedule and that it corresponds to the Invoice Tracking Log monitored by the CMS Net Change Management Coordinator.
2. The CMS ITSC shall approve or deny the invoice; sign and date the Invoice Approval Form (Appendix D) and return it to the CMS Administrative Unit.
3. If the invoice is approved, the CMS Administrative Unit shall forward it to the DHS Accounting Section for payment.
4. If the invoice is denied, the CMS ITSC shall communicate any issues regarding the denial on the Invoice Approval form and the CMS Administrative Unit shall forward the invoice to the contractor for correction.

## 5.4 Approval Criteria

Approval criteria for System Maintenance invoices include:

- Verification that the product is fully operational and accepted by the State in the production environment.



- Verification that the invoice is for the correct amount, and within the amount approved on the MRA Form.

Approval criteria for System Operations include:

- Verification that the contractor has met the Contractor Response Times as identified in Section R, Contractor Response Times of the contract.
- Verification that the contractor has met the system availability time specified in Section Z, System Availability of the contract.
- Verification that the contractor has adhered to the Backup and Recovery Plan when/if necessary.
- Verification that the contractor has performed other activities such as the daily monitoring, semi-monthly database integrity checks, monthly removal of scratch globals and unnecessary UNIX files and operating system and development software upgrades as required.
- Verification that the contractor has attended the required meetings and delivered the required status reports.
- Verification that the invoice is for the correct amount as per the contract (fix-priced).

### **5.5 Approval Authority**

Final approval authority for all invoices resides with the CMS ITSC or his/her designee.

## **6 CONTRACT CHANGES AND AMENDMENTS PROCESS**

Contract changes and/or amendments may be necessary during the term of the contract. The General Provisions – Contract Modification section of the contract governs contract amendments.

### **6.1 Approval Authority**

Signature authority, with DHS, for contract amendments resides with the Contract Management Unit in the Business Services Section of the Administration Division.

## **7 CHANGES TO CONTRACTOR PERSONNEL**

### **7.1 Contract Requirements**

Section V.H.6 of the Contract, Staffing Changes states:

*“The Contractor shall not reassign Contractor team members if such reassignment will conflict with the work the individual is to perform on this Contract. The State recognizes that resignation or other events may cause a Contractor team member to no longer be available to the Contractor. If this*

*should occur, the Contractor should be aware that the CMS ITSC or designee must approve all staff assigned by the Contractor to the Contract prior to Contractor Staff beginning work on the Contract. This also includes substitutions made between submittal of the Final Proposal and actual start of the Contract, as well as staffing changes that may be made during the course of the Contract. Any replacement personnel proposed during the life of the Contract must meet or exceed the skill level that the Contractor proposed and was scored on.*

*As part of the personnel replacement process, the Contractor must submit at least two (2) resumes of qualified personnel for State review. The resumes must contain client reference contact information. The State reserves the right to contact references, interview the proposed replacement personnel as part of the replacement approval process, and to base its selection) on the resume, references, and/or interview. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new staff ready to begin work on the Contract."*

## **7.2 Contractor Personnel Change Request Process**

If the contractor wishes to replace staff, the CMS ITSC must approve the change. The following activities should occur:

1. The contractor should submit the Contractor Personnel Request form requesting the change of staff, indicating the rationale, proposed staff and their resume, specific applicable qualifications for the position, and proposed start dates. (See Appendix G for Contractor Personnel Change Request Form.)
2. The CMS ITSC shall review the personnel change request and make a decision to approve or deny the request. (During the review process the CMS ITSC may request an interview with the proposed staff.) The CMS ITSC shall note the decision on Contractor Personnel Request Form, sign and date the form and forward it to the contractor.

In reviewing the request, the CMS ITSC shall take into account the following criteria:

- Does the proposed staff have appropriate qualifications and level of experience that meet or exceed the contract requirements for the position being replaced?
- Is this a direct replacement of staff, or shall there be a change to the distribution of duties?
- Does the staff change affect the current status of the project (due to a critical deadline, loss of knowledge or change in duties)?

- Are the staff's applicable qualifications and experience clearly presented in the resume and does the experience meet the contract minimum qualifications?
- Has the contractor provided a transition plan to indicate how the transition shall occur?
- What responsibilities shall be transitioned and when (should be some overlap such that the new staff are on board before the old staff departs)?

### **7.3 Approval Authority**

Final approval authority for all contractor personnel changes relating to the M&O staff resides with the CMS ITSC.

## **8 ADDRESSING CONTRACTOR DEFICIENCIES**

Contractor deficiencies shall be primarily addressed through the deliverable approval process. Issues may arise that are not specific to a contract deliverable (e.g., overall contractor performance or the performance of specific contractor personnel). These issues shall be raised to the CMS ITSC. It shall be the responsibility of the CMS ITSC to determine what course of action is appropriate. Such actions may include, but are not limited to:

- Discussing the issue with the contractor management staff
- Initiating formal contract proceedings (i.e. utilizing escalation procedures per contract Section C)
- Implementing liquidated damages, as specified in the Contract (Appendix H)

## **9 CONTRACT RENEWAL**

### **9.1 Overview**

The period of performance for System Maintenance and System Operation activities is three years from the contract award date. At the State's option, the contract may be extended for up to two additional two year periods.

The CMS ITSC shall review the performance of the contractor at least 9 months prior to the end of the initial three-year contract. In consultation with the CMS Branch Chief, PCFH Division and ITSD the CMS ITSC will decide to either extend the contract for another two-year period or to close the contract. Review of the contractors' performance shall consist of, but is not limited to:

- Review of the contractor's overall performance of System Maintenance Activities. (i.e., were deliverables prepared on time and satisfactory, was the contractor responsive to the State's needs, etc.)

- Review of the contractor's overall performance of System Operations Activities. (i.e., contractor response time acceptable, system response times acceptable, routine checks performed, etc.)

## **9.2 Contract Extension Activities**

If the decision is made to extend the contract, CMS Branch staff will work with appropriate units within DHS and DGS to complete the work necessary to execute the extension clause.

## **9.3 Contract Closure Activities**

At the completion of the full contract term (including extensions) or if the decision is made not to exercise the extensions to the contractor, the following shall occur:

- At least 60 days prior to the contract end date, review the tracking log to ensure all contractual obligations have been completed and accepted. Work with the contractor to resolve any outstanding issues.
- Ensure that all licenses, warranties and guarantees have been received in writing from the contractor.
- Ensure that all projects on the tracking log have been invoiced for.
- Ensure that all system documentation is current and available in electronic form.
- Initiate all necessary processes to conduct a new Request for Proposal, including necessary Feasibility Study Reports, Budget Change Proposals, etc.

# Appendices

**APPENDIX A –COST TABLES**

System Maintenance Cost Table:

Job Classification	Year 1			Year 2			Year 3		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer/Programmer	\$50.00	1650	\$82,500.00	\$52.00	1800	\$93,600.00	\$54.08	1890	\$102,211.20
Business Applications Development Specialist	\$70.00	330	\$23,100.00	\$72.80	360	\$26,208.00	\$75.71	378	\$28,619.14
Project Management	\$110.00	330	\$36,300.00	\$114.40	360	\$41,184.00	\$118.98	378	\$44,972.93
Software Architect/Sr. Software Developer - Cache/Unix	\$70.00	594	\$41,580.00	\$72.80	648	\$47,174.40	\$75.71	680	\$51,484.16
Software Architect/Sr. Software Developer – Browser	\$70.00	396	\$27,720.00	\$72.80	432	\$31,449.60	\$75.71	454	\$34,373.25
NON-KEY STAFF CLASSIFICATION									
<i>Totals</i>		3300	\$211,200.00		3600	\$239,616.00		3780	\$261,660.67

Job Classification	Year 4			Year 5		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer/Programmer	\$56.24	1984	\$111,586.51	\$58.49	2083	\$121,840.77
Business Applications Development Specialist	\$78.74	397	\$31,259.97	\$81.89	417	\$34,148.17
Project Management	\$123.74	397	\$49,122.81	\$128.68	417	\$53,661.41
Software Architect/Sr. Software Developer - Cache/Unix	\$78.74	715	\$56,299.44	\$81.89	750	\$61,417.57
Software Architect/Sr. Software Developer – Browser	\$78.74	476	\$37,480.47	\$81.89	500	\$40,945.05
NON-KEY STAFF CLASSIFICATION						
<i>Totals</i>		3969	\$285,749.20		4167	\$312,012.98

Job Classification	Year 6			Year 7		
	Hourly Rate*	Evaluation Factor	Evaluation Cost	Hourly Rate*	Evaluation Factor	Evaluation Cost
Application Developer/Programmer	\$60.83	2187	\$133,040.99	\$63.27	2299	\$145,448.42
Business Applications Development Specialist	\$85.17	438	\$37,302.58	\$88.57	459	\$40,654.70
Project Management	\$133.83	438	\$58,618.34	\$139.19	459	\$63,885.96
Software Architect/Sr. Software Developer - Cache/Unix	\$85.17	788	\$67,110.57	\$88.57	827	\$73,249.32
Software Architect/Sr. Software Developer – Browser	\$85.17	525	\$44,711.99	\$88.57	551	\$48,803.35
NON-KEY STAFF CLASSIFICATION						
<i>Totals</i>		4376	\$340,784.48		4595	\$372,041.75

Table 1.2 – System Maintenance

\*The Proposed Hourly Rate will be the maximum hourly billing rate for approved work authorization

## System Operations Cost Table:


Time Period*	Estimated Hours Per Month	Monthly Rate**	Number of Months	Extended Cost
Month 1 to Month 12	98	\$7250.00	12	\$87,000.00
Month 13 to Month 24	98	\$7975.00	12	\$95,700.00
Month 25 to Month 36	98	\$8773.00	12	\$105,270.00
Month 37 to Month 48	98	\$9650.00	12	\$115,797.00
Month 49 to Month 60	98	\$10,615.00	12	\$127,377.00
Month 61 to Month 72	98	\$11,676.00	12	\$140,114.00
Month 73 to Month 84	98	\$12,844.00	12	\$154,126.00
<i>Total Cost</i>			84	\$825,384.00

Table 1.3 – Systems Operations

\*Time Period must equal 84 months

\*\*Monthly Rate is a fixed price bid

## APPENDIX B – DELIVERABLE REVIEW TRANSMITTAL FORM

 <div><b>CMS Net</b> DELIVERABLE REVIEW TRANSMITTAL FORM</div>		
<b>Deliverable Name:</b>	<b>Deliverable Due Date:</b>	<b>Receipt Date:</b>
<b>Required Reviewers:</b>		
<b>Informational Copies To:</b>		
<b>Review Criteria/Special Instructions</b>		
<b>WORKING SESSION SCHEDULED FOR:</b>		
<b>COMMENTS DUE TO DHS NO LATER THAN:</b>		



**APPENDIX C – SAMPLE STATE RESPONSE LETTER FOR PROJECT DELIVERABLES**

**To:** [insert Project Manager's Name], Project Manager, Deloitte Consulting

**From:** Maridee Gregory, M.D., CMSNet E47 Program Manager

**Date:** [insert date]

**Subject:** CMS Net E47 Project Deliverable – [insert Project Deliverable name]

---

The Department of Health Services (DHS) has completed its review of the [insert Project Deliverable name]

Based on our review, this Project Deliverable is:

- ☐ **Approved.**
- ☐ **Approved – with minor modifications needed (see attached comments).**
  - ☐ **Please submit revised version no later than [insert date].**
- ☐ **Not Approved. Please see attached comments.**
  - ☐ **A meeting has been scheduled for [insert date] to discuss our concerns/issues.**


---

Maridee Gregory, M.D., CMS Net E47 Program Manager

---

Date

## APPENDIX D – CMS NET INVOICE APPROVAL FORM

				<b>CMS Net</b>	
				INVOICE APPROVAL FORM	
<b>Contractor Name</b>		<b>Contractor Phone No.</b>		<b>Invoice Date</b>	
<b>Related Contract Project Deliverables:</b>					
<b>CMS BRANCH REVIEW</b>					
CMS Information Technology Section Chief		<b>Date</b>	<b>Invoice Approved:</b> <input type="checkbox"/>	<b>Invoice Denied:</b> <input type="checkbox"/>	
Comments:					

**APPENDIX E – SAMPLE MAINTENANCE REQUEST AUTHORIZATION**

CMS Branch is requesting the time and cost for the phases of the System Development Life Cycle.

PHASE AND TASK	ESTIMATED HOURS
<b>ANALYSIS AND DESIGN</b>	
Review and Request Clarification of Functional Specification Design Document	
Develop Technical Design Document	
Facilitate Technical Specification Design Document Walkthrough	
<i>Sub-total</i>	
<b>DEVELOPMENT AND TESTING</b>	
Code Development	
Unit and Integration Testing	
System and User Acceptance Testing Support (TIR resolution, execution of batch processes, etc.)	
Maintenance Documentation Updates	
<i>Sub-total</i>	
<b>IMPLEMENTATION</b>	
Implementation of Enhancement to Production	
<i>Sub-total</i>	
<b>Total Estimated Hours</b>	

CMS Approval of TSD & Estimate Yes ☐ No ☐

Approved by:	Date:
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CMS Unit Tested & Approved Yes ☐ No ☐

Approved by:	Date:
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CMS System Tested & Approved Yes ☐ No ☐

Approved by:	Date:
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CMS Validated & Approved in Production Yes ☐ No ☐

Approved by:	Date:
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[illegible]

## APPENDIX G – CONTRACTOR PERSONNEL REQUEST FORM

 <p style="font-size: small;">"Assuring the Health of California's Children"</p>	<h2 style="margin: 0;">CMS Net</h2> <h1 style="margin: 0;">CONTRACTOR PERSONNEL REQUEST FORM</h1> <p style="margin: 0;"><i>(Originator must route to all affected parties.)</i></p>
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<b>Contractor Name</b>		<b>Contractor Phone No.</b>		<b>Date</b>
<b>Contract Number</b>				
<b>Personnel To Be Added</b>	<b>Personnel Replaced</b>	<b>Date Effective</b>	<b>Job Title</b>	<b>Resume Meets Minimum Requirements</b>
				<input type="checkbox"/>
<b>Personnel To Be Deleted</b>	<b>Date Effective</b>	<b>Reason</b>		
		<b>Reason:</b>		
		<b>Reason:</b>		
<b>Comments/Special Instructions</b>				
<b>DHS Acceptance</b>		<b>Contractor Acceptance</b>		
<b>Division/Project</b>		<b>Contractor</b> (If other than an individual, state whether a corporation, partnership, etc.)		
<b>By (Authorized Signature)</b>		<b>By (Authorized Signature)</b>		
<b>Printed Name of Person Signing</b>		<b>Printed Name of Person Signing</b>		
<b>Title</b>		<b>Title</b>		

**APPENDIX H – LIQUIDATED DAMAGES AND CONTRACT DELIVERABLES**

As specified in contract Section V, “The Contractor agrees that in addition to all other remedies available to the State, the State may collect, prior to Acceptance and/or payment, Liquidated Damages in the amounts specified below under the following circumstances:

1. If the Contractor does not submit one or more of the Deliverables identified in Exhibit V-1, Contract Deliverables, on time or if the Contractor does not correct the deliverables within the specified time identified in the State-approved Project Work Plan, the State may assess the Contractor Liquidated Damages for each deliverable not provided for each calendar day thereafter, until the Contractor provides the Deliverable. The amount of Liquidated Damages to be assessed is based on the Category of the Deliverable, as stated on Exhibit V-1, Contract Deliverables.
  - a. For Category 1 Deliverables, Liquidated Damages will be assessed in the amount of \$2,000 per calendar day.
  - b. For Category 2 Deliverables, Liquidated Damages will be assessed in the amount of \$750 per calendar day.
  - c. For Category 3 Deliverables, Liquidated Damages will be assessed in the amount of \$200 per calendar day.
2. If the State does not accept one or more of the Deliverables identified in Exhibit V-1. Contract Deliverables by the date specified in the State-approved Project Work Plan because the Deliverable does not meet the acceptance criteria approved in its Deliverable Expectation Document (see Section V.J.10, Standards for Acceptance of Deliverables), the State may assess the Contractor Liquidated Damages for each deliverable not accepted for each calendar day thereafter, until the State accepts the Deliverable. The amount of Liquidated Damages to be assessed is based on the Category of the Deliverable, as stated on Exhibit V-1, Contract Deliverables.
  - a. For Category 1 Deliverables, Liquidated Damages will be assessed in the amount of \$2,000 per calendar day.
  - b. For Category 2 Deliverables, Liquidated Damages will be assessed in the amount of \$750 per calendar day.
  - c. For Category 3 Deliverables, Liquidated Damages will be assessed in the amount of \$200 per calendar day.

The Contractor shall not be liable for this liquidated damage for the same event that triggers liquidated damages specified in paragraph 1 of this Section.

3. Each time the Contractor does not meet the System Maintenance response times specified in Section V.S, Contractor Response Times, the State may assess the Contractor Liquidated Damages for each hour thereafter, until the Contractor responds to the State. The amount of Liquidated Damages to be assessed is based on the Priority Level of the problem, as stated in Table 12, Priority Level Response Times.
  - a. For Priority Level I, Liquidated Damages will be assessed in the amount of \$500 per hour.

- b. For Priority Level II, Liquidated Damages will be assessed in the amount of \$200 per hour.
4. If the Contractor does not meet the system availability time specified in V.A.A, System Availability, the State may assess the Contractor Liquidated Damages for each hour that the system is not available during CMS Net system production hours above the maximum downtime hours allowed per calendar month. Liquidated Damages will be assessed in the amount of \$500 per hour.

The State may deduct monies owed for the Liquidated Damages from invoices as necessary to offset the full amount owed.

The State will attempt to notify the Contractor, in writing, when liquidated damages are being invoked. However, should the State fail to do so, the liquidated damages shall still accrue. The State will, in any case, provide the Contractor a complete accounting for all liquidated damages.”

RFP REFER- ENCE	DELIVERABLE NAME	DELIVERABLE DUE DATE	LIQUIDATED DAMAGES DELIVERABLE CATEGORY			MAJOR DELIVE RABLE
			1	2	3	
System Maintenance						
V.R	System Maintenance Cost Estimates	As negotiated between the Contractor and the State		X		
V.R	System Maintenance Technical Specifications	As defined in the maintenance request authorization		X		
V.R	System Maintenance Testing plans and results	As defined in the maintenance request authorization		X		
V.R.4	System Maintenance Data Conversion Plan	As negotiated between the Contractor and the State		X		
V.T	System Maintenance Release Management Plan	As defined in the approved Project Work Plan		X		
V.T	Operational application with maintenance changes applied, including application code, test data, job control language, scripts, etc.	As defined in the maintenance request authorization	X			
V.T	System Maintenance Documentation Updates	As defined in the maintenance request authorization			X	
V.T	Post Installation Verification Report	As defined in the maintenance request authorization			X	
System Operations						
V.W	Performance Service Level Agreement	No later than 5 months after Contract Award		X		
V.X	Backup and Recovery Plan	As defined in the approved Project Work Plan	X			
V.Y.1	System Operations System Performance Report	Monthly, by the 10 <sup>th</sup> calendar day of the month		X		
V.Z	System Operations Weekly Status Report	Weekly, no later than Tuesday			X	
V.Z	System Operations Monthly Status Report	Monthly, by the 10 <sup>th</sup> calendar day of the month			X	

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